Franklin P. Williams, Jr. 8 Sirrine Drive Greenville. S. C. 29605

Bankers Trust of S. C. P. O. Box 248 Columbia, S. C. 29202

State of South Carolina $GREF_{NN}^{F}$

THIS MORTGAGE is dated

County of

Mortgage of Real Estate militario

19<u>83</u>

GADDY & DAVENPORT Attorneys at Law P.O. Box 10287 .Greenville, **8.C. 2960**\$

C MANAGEMENT

<u> September 12</u> THE "MORTGAGOR" referred to in this Mortgage is Franklin P. Williams, Jr.

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is P. O. Box 248, Columbia, South Carolina 29202.

THE "AGREEMENT" is a Credit Reserve Account Agreement dated <u>September 12</u>, 19.83, under

which Mortgagee may make certain advances of credit to Franklin P. Williams, Jr. The Agreement and any documents renewing, extending or modifying it and any items or documents evidencing future advances are all referred to as the "Agreement" and are considered to be a part of this Mortgage. The amount of debt secured by this Mortgage, including the outstanding amount advanced and the Agreement and all Future Advances under paragraph 13, below, shall at

no time exceed \$20,000.00 , plus interest, attorneys' fees, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Agreement will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as may be provided in the Agreement.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Agreement; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Agreement and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property:

ALL those certain lots of land lying in the State of South Carolina, County of Greenville, City of Greenville, at the northeastern corner of intersection of Augusta Road and Sirrine Drive, shown as Lots 2 and 3 on a plat entitled "Property of J. L. Bussey" recorded in the R.M.C. Office for Greenville County in Plat Book F at Page 220, and being further described according to a survey made for "Franklin P. Williams, Jr." dated April 21, 1983, prepared by Enwright Associates, Inc. (Enwright Surveying, Inc.), and further described as follows:

BEGINNING at an iron pin on the southern side of Sirrine Drive, which point is the intersection of the northeast corner of Lot 3 and the northwest corner of Lot 4, and running thence along the common line of said Lots, S. 23-47 E. 208.82 feet to an iron pin in the line of Lot 4 and the joint corners of Lots 1 and 2; running thence along the common line of Lots 1 and 2, S. 63-35 W. 199.73 feet to an iron pin on the eastern side of Augusta Road; running thence along the eastern side of Augusta Road, N. 20-49 W. 106.05 feet to an iron pin at the joint front corner of Lots 2 and 3; continuing along the east side of Augusta Road, N. 23-54 W. 106.5 feet to an iron pin at the joint corners of Augusta Road, thence along the southern side of Sirrine Drive, N. 64-30 E. 194.45 feet to the point of beginning.

Being the same property conveyed to Jacquelyn Clarkson Williams by deed of Jessie Mae Rice dated January 14, 1980, recorded in the R.M.C. Office for Greenville County in Deed Book 1118 at Page 870.

Being the same property conveyed to Franklin P. Williams, Jr. by deed of Jacquelyn Clarkson Williams dated June 6, 1983, recorded in the R.M.C. Office for Greenville County in Deed Book 1189 at Page 969.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference

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CR-1 (6:83)